

Covenant Not to Execute and Assignment of Legal Claims

This agreement dated March __, 2020 is by and between plaintiff, Kristina Ensbury, as guardian ad litem of Jacob Evan Wakeman and defendants, Justin L. Gaige and Andreua S. Knight.

Based upon the mutual convents contained herein, it is hereby agreed as follows:

Plaintiff agrees not to execute on the Stipulated General Judgment and Money Award entered in Wasco County Case No. 18CV56926 in exchange for the simultaneously executed Assignment of Legal Claims.

Defendants agree to cooperate with plaintiff's further legal actions, if any, under the accompanying Assignment of Legal Claims and agree to appear and testify truthfully at the request of any party at any legal proceedings concerning the claims.

This Covenant and Assignment are personal to the Defendants and to Plaintiff and shall not impair or impede plaintiff's ability to pursue or collect on the Claims against any third parties including Eagle West Insurance, its agents, successors or assigns.

If the Assignment is revoked or otherwise rendered void or voidable, this Covenant shall also terminate.

Assignment of Legal Claims

At the time relevant to the complaints filed in Case No. 18CV56926, defendants, Justin L. Gaige and Andreua S. Knight, were insured by Eagle West Insurance Co. under a policy covering their residential property at 1524 Quinton Street in The Dalles, Oregon.

Defendants hereby assign and transfer to plaintiff all their claims, rights and any and all causes of action which they may have against Eagle West Insurance Co., or its agents, successors or assigns and agree to appear and testify truthfully at the request of any party at any legal proceedings concerning the claims.

Defendants agree to cooperate as necessary with plaintiff's pursuit of claims against Eagle West, its agents, successors or assigns.

To the extent plaintiff proceeds against Eagle West Insurance Co. in any manner, whether by written claim or demand or through litigation, arbitration or

appeal, defendants acknowledge they have no interest in the proceeds of any recovery, settlement, judgment or funds.

This agreement contains the entire agreement and understanding of the subject matter herein and supersedes all prior and contemporaneous agreements between the parties.

DEFENDANTS ACKNOWLEDGE THAT THIS COVENANT AND ASSIGNMENT WERE PREPARED BY ATTORNEYS FOR PLAINTIFF. DEFENDANTS FURTHER ACKNOWLEDGE THEY HAVE BEEN ADVISED TO OBTAIN SEPARATE LEGAL COUNSEL REGARDING THIS AGREEMENT AND HAVE BEEN GIVEN TIME TO DO SO.

In Witness Whereof, the parties have executed this Covenant and Assignment on the dates appearing below:


Kristina Ensbury Date


Justin L. Gaige


Date


Andrea S. Knight


Date